



Amendment No. 3
of
Contract No. NI17000022
for
Transportation of Watershed Education Program Students
between
AISD
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. The extension option will be effective September 2, 2020 to September 1, 2021. Two options remain.
- 2.0 The total contract amount is increased by \$30,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 08/25/17 – 09/01/18	\$30,000.00	\$30,000.00
Amendment No. 1: Option 1 09/02/18 – 09/01/19	\$30,000.00	\$60,000.00
Amendment No. 2: Option 2 09/02/19 – 09/01/20	\$30,000.00	\$90,000.00
Amendment No. 3: Option 3 09/02/20 – 09/01/21	\$30,000.00	\$120,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Austin Independent School District

DocuSigned by:
By: Kris Hafezizadeh 7/23/2020
2E5817420EA84A3...

Kris Hafezizadeh, Executive Director
APPROVED AS TO FORM

DS
RM 7/23/2020

City of Austin

By: [Signature] 07/22/2020

Assistant City Manager

APPROVED AS TO FORM:

By: Chad Shaw by [Signature]
Chad Shaw, Assistant City Attorney
Law Department



Amendment No. 2
of
Contract No. NI170000022
for
Transportation of Watershed Education Program Students
between
AISD
and the
City of Austin

1.0 The City hereby exercises the extension option for the subject contract. The extension option will be effective September 2, 2019 to September 1, 2020. Three options remain.

2.0 The total contract amount is increased by \$30,000.00 for the extension option period. The total Contract authorization is recapped below:

3.0 The total Contract authorization is recapped below:

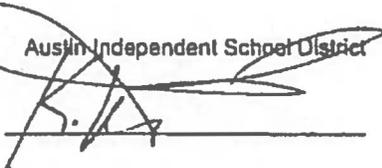
Term	Action Amount	Total Contract Amount
Basic: 08/25/17 - 09/01/18	\$30,000.00	\$30,000.00
Amendment No. 1: Option 1 09/02/18 - 09/01/19	\$30,000.00	\$60,000.00
Amendment No. 2: Option 2 09/02/19 - 09/01/20	\$30,000.00	\$90,000.00

4.0 MBE/WBE goals were not established for this contract.

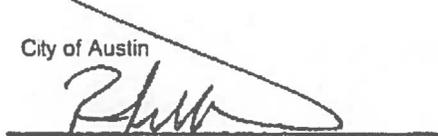
5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

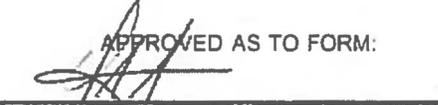
6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Austin Independent School District
By: 

APPROVED AS TO LEGAL FORM

City of Austin
By: 
Rey Arellano, Assistant City Manager

APPROVED AS TO FORM:
By: 
Chad Shaw, Assistant City Attorney
Law Department



Amendment No. 1
of
Contract No. NI170000022
for
Transportation of Watershed Education Program Students
between
AISD
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the subject contract. The extension option will be effective September 2, 2018 to September 1, 2019. Four options remain.
- 2.0 The total contract amount is increased by \$30,000.00 for the extension option period. The total Contract authorization is recapped below:
- 3.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic: 08/25/17 – 09/01/18	\$30,000.00	\$30,000.00
Amendment No. 1: Option 1 09/02/18 – 09/01/19	\$30,000.00	\$60,000.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Austin Independent School District

By: _____

APPROVED AS TO LEGAL FORM

[Signature]
9/19/18

City of Austin

By: _____

[Signature]
Joe Pantalion, Acting Assistant
City Manager

APPROVED AS TO FORM:

By: _____

[Signature]
Chad Shaw, Assistant City Attorney
Law Department

**INTERLOCAL AGREEMENT BETWEEN
THE AUSTIN INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF AUSTIN
FOR
TRANSPORTATION OF WATERSHED EDUCATION PROGRAM STUDENTS**

This Interlocal Agreement ("Agreement") is made by and between the Austin Independent School District ("AISD"), acting by and through its duly authorized Board Of Trustees, and the City of Austin, a home-rule municipality and political subdivision of the State of Texas (the "City"), acting by and through its duly authorized City Manager, or designee.

WITNESSETH:

WHEREAS, AISD and the City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.; and

WHEREAS, AISD and the City have a shared interest in providing a hands-on, outdoor environmental classroom experience for local students; and

WHEREAS, the City and AISD wish to partner to transport students between their home school and various City of Austin Watershed Protection field program sites throughout the city;

NOW, THEREFORE, AISD and the City agree as follows:

I. OBLIGATIONS OF AISD

- A. AISD agrees to provide transportation services to AISD students attending the City's watershed education field programs at a rate set out in Section II, below.
- B. AISD shall appoint one staff person to act as the single point of contact (the "SPOC") for coordinating transportation with the City. The SPOC shall possess decision-making authority. AISD shall promptly notify the City in writing of any changes to the SPOC. AISD's SPOC is:

Kathryn Clakley
Austin Independent School District
3908 Avenue B #210
Austin, Texas 78751
(512) 414-0243
Kathryn.Clakley@austinisd.org

- C. AISD shall furnish the City with evidence of its self-insured status. This may be in the form of a letter on its letterhead. For this purpose, the City's mailing address is:

City of Austin
Watershed Protection Department
Attn: Josephine Archer
P.O. Box 1088
Austin, TX 78767
(512) 974-9735
WPDContractsandPurchasing@austintexas.gov

II. OBLIGATIONS OF THE CITY

- A. The City agrees to pay AISD for requested transportation services at a rate set out in Section II.B., below. The amount paid annually under this Agreement shall not exceed \$30,000. The amount paid over the entire term of this Agreement shall not exceed \$180,000.
- B. The City shall reimburse AISD for requested transportation services during the 2017 – 2018 school year. at a rate of \$20.00 an hour with no mileage charge for travel within AISD district boundaries, and \$20.00 per hour with a \$1.60 per mile charge for travel outside AISD district boundaries.
- C. The City may reimburse AISD for requested transportation services during the 2018 – 2019 school year at a rate of \$23.00 an hour with no mileage charge for travel within AISD district boundaries, and \$23.00 per hour with a \$1.60 per mile charge for travel outside AISD district boundaries.
- C. After the 2018 – 2019 school year, an increase or decrease from the 2018 – 2019 school year transportation services rate may be made by the written agreement of the City Manager and AISD. A rate adjustment shall be based upon changes in the Producer Price Index. Rate adjustments shall be made no more than once in any calendar year and increases shall be limited to five percent per year.
- D. At least five business days prior to each week's services, the liaisons for Watershed Protection field programs will inform the SPOC of all scheduling arrangements. The City will notify the SPOC of changes and cancellations by 2:45 p.m. CST of the day before service is to be performed, except in cases where last-minute changes or cancellations are unavoidable.

E. The City's liaisons for Watershed Protection field programs are:

Earth Camp:	Susan Wall Susan.Wall@austintexas.gov (512) 974-6571
Watershed Detectives:	Jessica Gordon Jessica.Gordon@austintexas.gov (512) 974-3082
Hydrofiles:	Sara Heilman Sara.Heilman@austintexas.gov (512) 974-3540

III. TERM, TERMINATION

- A. This Agreement shall take effect upon execution by both parties, and expire September 1, 2018, unless previously terminated pursuant to Section III.B. of this Agreement. This Agreement may be extended for five additional 12 month extension periods, subject to the written approval of AISD and the City Manager, or designee.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have 30 days after receipt of written notice of the default within which to cure the default. If the default is not cured within such period of time, then the offending party shall have the right to terminate this Agreement without further notice.

IV. PAYMENT FOR SERVICES

- A. AISD will invoice the City on a monthly basis for all transportation services provided during the preceding month. The monthly invoice shall be paid by the City no later than 30 days after receipt of invoice. The invoice shall be sent to:

City of Austin
Watershed Protection Department
Attn: Josephine Archer
P.O. Box 1088
Austin, TX 78767
Email: WPDInvoices@austintexas.gov

- B. Remittance will be made payable to AISD and will be sent to:

Austin Independent School District
Attn: Treasury Department
1111 West 6th Street., Suite C230
Austin, Texas 78703

V. MISCELLANEOUS

- A. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision or regulation of this Agreement.
- B. Law and Venue. This Agreement shall be governed by the laws of the State of Texas. It is expressly understood that any lawsuits or litigation arising out of or relating to this Agreement will take place in Travis County, Texas.
- C. Alteration, Amendment, or Modification. This Agreement may not be altered, amended, or modified except in writing, approved by the Chief Operating Officer of AISD and the City Manager of the City of Austin.
- D. Entire Agreement. This document constitutes the entire Agreement between the City and AISD. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.
- E. Notice. Notices of either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the address designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of the City for all purposes, except those listed above, is:

City of Austin
Attn: _____
Financial Services Department
P.O. Box 1088
Austin, Texas 78767
(512) 974-2500

The AISD liaison for administration of the work program described under this Agreement and for any purpose hereunder, except those listed above, is:

Austin Independent School District
Attn: Kris Hafezizadeh
3908 Avenue B #210
Austin, Texas 78751
(512) 414-0230
Kris.hafezizadeh@austinisd.org

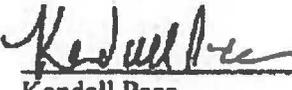
WHEREFORE, premises considered, this Agreement will be effective on execution by both parties.

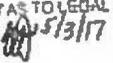
CITY OF AUSTIN

By: 
~~Sue Edwards~~ Joe Pentelion
Interim Assistant City Manager

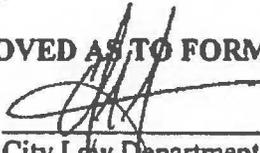
8/25/17
Date

AUSTIN INDEPENDENT SCHOOL DISTRICT

By: 
Kendall Pace,
Board President

5/22/17
Date APPROVED AS TO LEGAL FORM
 5/13/17

APPROVED AS TO FORM:

By: 
City Law Department